

IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA

JAB

TOMMIE F. WEDLOWE,
Plaintiff,

vs.

SENTRY SELECT INSURANCE
COMPANY, FAST LANE CARRIERS,
LLC., and NIJAZ IBRISEVIC,
Defendants.

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Civil Action No. 22CV10700

**ANSWER BY SPECIAL APPEARANCE OF FAST LANE CARRIERS, LLC
AND NIJAZ IBRISEVIC**

FAST LANE CARRIERS, LLC and NIJAZ IBRISEVIC, Defendants in the above-styled action, submits this Answer by Special and Limited Appearance without subjecting themselves to the jurisdiction of this Court and respond to Plaintiff's Verified Complaint for Damages as follows:

FIRST DEFENSE

Plaintiff's Complaint fails to state a cause of action against these Defendants upon which relief can be granted.

SECOND DEFENSE

No act or omission of these Defendants either proximately caused or contributed to all damage the Plaintiff may have sustained, and on account thereof, Plaintiff is not entitled to recover any sum of these Defendants.

THIRD DEFENSE

The occurrence complained of was caused, produced and brought about directly and proximately by the negligence of Plaintiff, and on account thereof, Plaintiff is not entitled to recover any sum of these Defendants.

FOURTH DEFENSE

Plaintiff, by the exercise of ordinary care, could have avoided being injured and damaged, and on account thereof, Plaintiff is not entitled to recover any sum of these Defendants.

FIFTH DEFENSE

The negligence of Plaintiff equaled or preponderated over any act or omission of these Defendants in producing and bringing about the occurrence complained of, and on account thereof, Plaintiff is not entitled to recover any sum of these Defendants.

EXHIBIT "5"

SIXTH DEFENSE

Service of process is insufficient as to these Defendants and, as a result thereof, Plaintiff's Complaint must be dismissed.

SEVENTH DEFENSE

Plaintiff is barred from bringing the instant action by the applicable statute of limitations.

EIGHTH DEFENSE

Further answering the numbered paragraphs of Plaintiff's Complaint, Defendants answer as follows:

1.

These Defendants deny the allegations contained in paragraph 1 of Plaintiff's Complaint.

2.

These Defendants do not possess sufficient information to form a belief as to the truth of the allegations contained in paragraph 2 of Plaintiff's Complaint and can therefore neither admit nor deny same.

3.

These Defendants admit the allegations contained in paragraph 3 of Plaintiff's Complaint.

4.

These Defendants admit the allegations contained in paragraph 4 of Plaintiff's Complaint.

5.

These Defendants admit the allegations contained in paragraph 5 of Plaintiff's Complaint.

6.

These Defendants deny the allegations contained in paragraph 6 of Plaintiff's Complaint.

7.

These Defendants admit the allegations contained in paragraph 7 of Plaintiff's Complaint.

8.

These Defendants admit the allegations contained in paragraph 8 of Plaintiff's Complaint.

9.

These Defendants admit the allegations contained in paragraph 9 of Plaintiff's Complaint.

10.

These Defendants admit the allegations contained in paragraph 10 of Plaintiff's Complaint.

11.

These Defendants admit the allegations contained in paragraph 11 of Plaintiff's Complaint.

12.

These Defendants admit the allegations contained in paragraph 12 of Plaintiff's Complaint.

13.

These Defendants admit the allegations contained in paragraph 13 of Plaintiff's Complaint.

14.

These Defendants admit the allegations contained in paragraph 14 of Plaintiff's Complaint.

15.

These Defendants admit the allegations contained in paragraph 15 of Plaintiff's Complaint.

16.

These Defendants admit the allegations contained in paragraph 16 of Plaintiff's Complaint.

17.

Upon proper service, the allegations contained within paragraph 17 of the Plaintiff's Complaint are admitted.

18.

These Defendants admit the allegations contained in paragraph 18 of Plaintiff's Complaint.

19.

These Defendants admit the allegations contained in paragraph 19 of Plaintiff's Complaint.

20.

These Defendants admit the allegations contained in paragraph 20 of Plaintiff's Complaint.

21.

These Defendants deny the allegations contained in paragraph 21 of Plaintiff's Complaint.

22.

These Defendants deny the allegations contained in paragraph 22 of Plaintiff's Complaint.

23.

These Defendants does not possess sufficient information to form a belief as to the truth of the allegations contained in paragraph 23 of Plaintiff's Complaint and can therefore neither admit nor deny same.

24.

These Defendants deny the allegations contained in paragraph 24 of Plaintiff's Complaint.

25.

Defendants re-state and re-allege their above responses to paragraphs 1 through 24 of the Plaintiff's Complaint as if fully set out herein.

26.

These Defendants admit the allegations contained in paragraph 26 of Plaintiff's Complaint.

27.

These Defendants does not possess sufficient information to form a belief as to the truth of the allegations contained in paragraph 27 of Plaintiff's Complaint and can neither admit nor deny same and therefore said allegations stand denied.

28.

These Defendants deny the allegations contained in paragraph 28 of Plaintiff's Complaint.

29.

These Defendants deny the allegations contained in paragraph 29 of Plaintiff's Complaint.

30.

These Defendants deny the allegations contained in paragraph 30 of Plaintiff's Complaint.

31.

These Defendants deny the allegations contained in paragraph 31 of Plaintiff's Complaint.

32.

These Defendants deny the allegations contained in paragraph 32 of Plaintiff's Complaint.

33.

Defendants re-state and re-allege their above responses to paragraphs 1 through 32 of the Plaintiff's Complaint as if fully set out herein.

34.

These Defendants deny the allegations contained in paragraph 34 of Plaintiff's Complaint.

35.

These Defendants deny the allegations contained in paragraph 35 of Plaintiff's Complaint.

36.

These Defendants deny the allegations contained in paragraph 36 of Plaintiff's Complaint.

37.

These Defendants deny the allegations contained in paragraph 37 of Plaintiff's Complaint.

38.

These Defendants deny the allegations contained in paragraph 38 of Plaintiff's Complaint.

39.

These Defendants deny the allegations contained in paragraph 39 of Plaintiff's Complaint.

40.

These Defendants deny the allegations contained in paragraph 40 of Plaintiff's Complaint.

41.

These Defendants deny the allegations contained in paragraph 41 of Plaintiff's Complaint.

42.

These Defendants deny the allegations contained in paragraph 42 of Plaintiff's Complaint.

43.

These Defendants deny the allegations contained in paragraph 43 of Plaintiff's Complaint.

44.

These Defendants deny the allegations contained in paragraph 44 of Plaintiff's Complaint.

45.

Defendants re-state and re-allege their above responses to paragraphs 1 through 44 of the Plaintiff's Complaint as if fully set out herein.

46.

These Defendants deny the allegations contained in paragraph 46 of Plaintiff's Complaint.

47.

These Defendants deny the allegations contained in paragraph 47 of Plaintiff's Complaint.

48.

These Defendants admit the allegations contained in paragraph 48 of Plaintiff's Complaint.

49.

These Defendants deny the allegations contained in paragraph 49 of Plaintiff's Complaint.

50.

These Defendants deny the allegations contained in paragraph 50 of Plaintiff's Complaint.

51.

These Defendants deny the allegations contained in paragraph 51 of Plaintiff's Complaint.

52.

These Defendants deny the allegations contained in paragraph 52 of Plaintiff's Complaint.

53.

Defendants re-state and re-allege their above responses to paragraphs 1 through 52 of the Plaintiff's Complaint as if fully set out herein.

54.

These Defendants deny the allegations contained in paragraph 54 of Plaintiff's Complaint.

55.

Defendants re-state and re-allege their above responses to paragraphs 1 through 54 of the Plaintiff's Complaint as if fully set out herein.

56.

These Defendants admit the allegations contained in paragraph 56 of Plaintiff's Complaint.

57.

These Defendants deny the allegations contained in paragraph 57 of Plaintiff's Complaint. The Defendant Sentry Select Insurance Company affirmatively states that it insured Fast Lane Carriers, LLC directly.

58.

These Defendants admit the allegations contained in paragraph 58 of Plaintiff's Complaint.

59.

These Defendants admit the allegations contained in paragraph 59 of Plaintiff's Complaint.

60.

Defendants re-state and re-allege their above responses to paragraphs 1 through 59 of the Plaintiff's Complaint as if fully set out herein.

61.

These Defendants deny the allegations contained in paragraph 61 of Plaintiff's Complaint.

62.

These Defendants deny the allegations contained in paragraph 62 of Plaintiff's Complaint.

63.

These Defendants deny the allegations contained in paragraph 63 of Plaintiff's Complaint.

64.

These Defendants deny the allegations contained in paragraph 64 of Plaintiff's Complaint.

65.

These Defendants deny the allegations contained in paragraph 65 of Plaintiff's Complaint.

66.

These Defendants deny the allegations contained in paragraph 66 of Plaintiff's Complaint.

NINTH DEFENSE

Any allegation contained in the Plaintiff's Complaint, which has not herein expressly been admitted, is hereby denied.

WHEREFORE, Defendants having fully answered the Plaintiff's Verified Complaint pray that they hence be discharged of the Plaintiff's Complaint on all the aforesaid defenses, and that judgment be entered in favor of these Defendants and against the Plaintiff, with all costs cast upon the Plaintiff.

This 12th day of January, 2023.

FAIN MAJOR & BRENNAN, P.C.

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Counsel for Defendants

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CERTIFICATE OF SERVICE

This is to certify that I have this date served upon counsel for the opposing parties in the foregoing matter a copy of the **Answer by Special and Limited Appearance of Fast Lane Carriers, LLC and Nijaz Ibrisevic** electronically via Odyssey eFileGA, via statutory electronic service, or by placing same in the United States Mail, postage prepaid, addressed as follows:

Joe Morris, III
N. John Bey
BEY & ASSOCIATES, LLC
191 Peachtree St. NE, Suite 3200
Atlanta, GA 30303
john@beyandassociates.com
joe@beyandassociates.com

This 12th day of January, 2023.

FAIN MAJOR & BRENNAN, P.C.

/s/ James W. Hardee

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